

## Filing at a Glance

Company: Philadelphia Indemnity Insurance Company

Product Name: Day Care

SERFF Tr Num: PHLX-125232051 State: Arkansas

TOI: 17.2 Other Liability - Occurrence Only

SERFF Status: Closed

State Tr Num: AR-PC-07-025441

Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: GL AR0028802F01

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: SPI PhiladelphiaIndemnity

Disposition Date: 07-17-2007

Date Submitted: 07-12-2007

Disposition Status: Approved

Effective Date Requested (New): 08-15-2007

Effective Date (New):

Effective Date Requested (Renewal):

Effective Date (Renewal):

## General Information

Project Name: Day Care

Status of Filing in Domicile:

Project Number: GL AR0028802F01

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 07-17-2007

State Status Changed: 07-12-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Philadelphia Indemnity Insurance Company is introducing a new general liability enhancement endorsement which we plan to use on risks with day care exposures. This endorsement modifies the Insurance Service Office Commercial General Liability Coverage Form CG 00 01. This filing contains the new endorsement which is included for your review.

1) General Liability Deluxe Endorsement: Day Care Organization: Form # PI-GLD-DY (07/07)

This is an optional endorsement that provides enhanced coverages as listed in the schedule with the applicable limit of insurance for risks with day care exposures. The manual rating rule page is being filed under separate cover.

## Company and Contact

### Filing Contact Information

Diane Quarles, Compliance Analyst

One Bala Plaza

(610) 617-7751 [Phone]

Bala Cynwyd, PA 19004

(866) 478-1433[FAX]

**Filing Company Information**

Philadelphia Indemnity Insurance Company

One Bala Plaza

Suite 100

Bala Cynwyd, PA 19004

(610) 617-7900 ext. [Phone]

CoCode: 18058

Group Code: 677

Group Name: Philadelphia

Insurance Companies

FEIN Number: 231738402

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State of Domicile: Pennsylvania

Company Type:

State ID Number:

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	07-17-2007	07-17-2007

## **Disposition**

Disposition Date: 07-17-2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	AR - FORM FILING ABSTRACT F-1	Approved	Yes
Supporting Document	letter	Approved	Yes
Form	General Liability Deluxe Endorsement	Approved	Yes
	Day Care Organization		

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	General Liability Deluxe Endorsement Day Care Organization	PI-GLD-DY	07/07	Other	New		0.00	PI-GLD-DY.PDF

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
DAY CARE ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Damage to Premises Rented to You	\$1,000,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments	\$20,000	2
Medical Payments – Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payment – Loss of Earnings	\$500 per day	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	4
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	4
Additional Insured - Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantor of Permits	Included	4
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	4
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Liberalization	Included	5
Bodily Injury – includes Mental Anguish	Included	5
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	6



**A. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;
  - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.**;
  - c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
  - a. \$1,000,000; or
  - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**B. Extended "Property Damage"**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted and replaced by the following:

- a. **Expected or Intended Injury**  
 "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**C. Non-Owned Watercraft**

**SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is amended to read as follows:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Medical Payments - Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, the second part of Paragraph **a.** is amended to read
 

provided that:

  - (2) The expenses are incurred and reported to us within three years of the date of the accident;

**E. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted and replaced with the following:

- e. **Athletic Activities**  
To a person injured while taking part in athletics.

**F. Supplementary Payments**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items **1.b.** and **1.d.** are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

**G. Employee Indemnification Defense Coverage**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees”, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

**H. SECTION II - WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:
  - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
  - a. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.

- b. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- c. **Managers, Landlords, or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- d. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- e. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

## **I. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or

damage to another's property, unless the damage to property is caused by children enrolled in your day care center, up to a \$30,000 limit.

#### **J. Transfer of Rights of Recovery Against Others To Us**

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

#### **K. Duties in the Event of Occurrence, Claim or Suit**

1. The requirement in Paragraph 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.

#### **L. Unintentional Failure To Disclose Hazards**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### **M. Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

#### **N. Bodily Injury - Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. is changed to read:

"Bodily Injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**O. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph **14.b.** is revised to read:

b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph **14.** is amended to include the following:

“Personal and advertising injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

(1) Done intentionally by or at the direction of, or with the knowledge or consent of:

(a) Any insured; or

(b) Any executive officer, director, stockholder, partner or member of the insured; or

(2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or

(3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

(4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

The following additional coverage is added to **A. COVERAGE 4. ADDITIONAL COVERAGES**:

## **Rate Information**

Rate data does NOT apply to filing.

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document- Property & Casualty	<b>Review Status:</b> Approved	07-17-2007
<b>Comments:</b>			
<b>Attachments:</b>			
AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF			
AR - NAIC FORM FILING SCHEDULE.PDF			
<b>Satisfied -Name:</b>	AR - FORM FILING ABSTRACT F- 1	<b>Review Status:</b> Approved	07-17-2007
<b>Comments:</b>			
<b>Attachment:</b>			
AR - FORM FILING ABSTRACT F-1.PDF			
<b>Satisfied -Name:</b>	letter	<b>Review Status:</b> Approved	07-17-2007
<b>Comments:</b>			
<b>Attachment:</b>			
letter.PDF			


## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

<b>3. Group Name</b>	Philadelphia Insurance Companies				<b>Group NAIC #</b>	0677
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
Philadelphia Indemnity Insurance Company	PA	18058	231738402			

<b>5. Company Tracking Number</b>	GL AR0028802F01
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## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Diane Quarles One Bala Plaza, Suite 100 Bala Cynwyd PA 19004	Compliance Analyst	877-438-7459	866-478-1433	<a href="mailto:quarlesd@phlyins.com">quarlesd@phlyins.com</a>
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>	Diane Quarles			

## Filing Information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	17.2 Other Liability - Occurrence Only	
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.2001 Commercial General Liability	
<b>11. State Specific Product code(s) (if applicable) [See State Specific Requirements]</b>		
<b>12. Company Program Title (Marketing Title)</b>	Commercial General Liability Deluxe	
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)	
<b>14. Effective Date(s) Requested</b>	New: 8/15/07	Renewal: 8/15/07
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>16. Reference Organization (if applicable)</b>		
<b>17. Reference Organization # &amp; Title</b>		
<b>18. Company's Date of Filing</b>	7/12/07	
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved	



<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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This is an optional endorsement that provides enhanced coverages as listed in the schedule with the applicable limit of insurance for risks with day care exposures. The manual rating rule page is being filed under separate cover.

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
	<div data-bbox="183 1461 431 1520"> <p><b>Check #:</b> 41710</p> <p><b>Amount:</b> \$50.00</p> </div> <div data-bbox="154 1755 1297 1812"> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p> </div>

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	GL AR0028802F01
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	GL AR0028802R01
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	General Liability Deluxe Endorsement Day Care Organization	PI-GLD-DY 07/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

# ARKANSAS INSURANCE DEPARTMENT

Form F-1  
Rev. 4/96

## FORM FILING ABSTRACT

### ALL QUESTIONS MUST BE ANSWERED

Page 1 of 2

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed 7/12/07
2. Company Name(s) Philadelphia Indemnity Insurance Company  
Group Name Philadelphia Insurance Companies NAIC No. 18058 Group No. 0677
3. (a) Annual Statement Line of Business Number (Page 14) 17  
(b) Class of Business \_\_\_\_\_  
© Coverages Affected \_\_\_\_\_
4. (a) Name of Advisory Organization, if any n/a  
(b) Affiliations with Advisory Organization: Member ( ☐ ) Subscriber ( ☐ )
5. Is this a reference filing? Yes ( ☐ ) No ( ☒ ) If yes, please provide the following:  
(a) Name of Advisory Organization (or Affiliated Company) \_\_\_\_\_  
(b) Date of Filing \_\_\_\_\_  
© Filing Designation Number or Description \_\_\_\_\_

### PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM

7. Has the form(s) been approved for use in your domiciliary state and/or other states?  
yes
8. Is the form filed in response to or due to legislation? If so, specify legislation.  
no
9. Is the form in response to or due to recent court decisions? If so, give citation.  
no

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



**Signature**

Diane Quarles

**Title**

610-617-7751

**Telephone Number**

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
	8/15/07	PI-GLD-DY 07/07	General Liability Deluxe Endorsement Day Care Organization

**Philadelphia Insurance Companies**  
**One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004**  
**610-617-7900 Fax: 610-617-7600**

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July 12, 2007

Commissioner of Insurance  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

Subject: Philadelphia Indemnity Insurance Company  
NAIC# 677-18058 FEIN# 23-1738402  
Commercial General Liability Deluxe Endorsements  
Forms Filing  
Filing Number: GL AR 0028802F01

Dear Sir or Madam:

Philadelphia Indemnity Insurance Company is introducing a new general liability enhancement endorsement which we plan to use on risks with day care exposures. This endorsement modifies the Insurance Service Office Commercial General Liability Coverage Form CG 00 01. This filing contains the new endorsement which is included for your review.

1) General Liability Deluxe Endorsement: Day Care Organization: Form # PI-GLD-DY (07/07)

This is an optional endorsement that provides enhanced coverages as listed in the schedule with the applicable limit of insurance for risks with day care exposures. The manual rating rule page is being filed under separate cover.

We would like to implement this filing to all policies effective on or after August 15, 2007, or as soon as possible after receiving your notice of acceptance. Your acknowledgement and where required approval will be appreciated.

Sincerely,



Diane Quarles  
Compliance Analyst  
(610) 617-7751 Fax 866-478-1433  
quarlesd@phlyins.com